



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Two-Year Contract and Contract Extensions for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees with Cintas, of Stockton (\$88,310.30)

MEETING DATE: May 18, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute two-year contract and contract extensions for rental and cleaning of uniforms for certain field and warehouse employees with Cintas, of Stockton, in the amount of \$88,310.30.

BACKGROUND INFORMATION: A uniform service has been used for the rental and cleaning of uniforms for certain field and warehouse employees since 1992. The current contract, in the approximate annual amount of \$38,000, expires on June 30, 2011.

The new contract will again include uniforms for the Facilities Services, Fleet Services, Streets, Water/Wastewater, Community Center and Parks division employees, as provided in the memorandums of understanding. Seat covers, rags, towels and floor mats used in the Fleet Services and Parks Equipment Maintenance shops will also be part of this contract. The contract will be for two years with options for three one-year renewals if mutually agreeable.

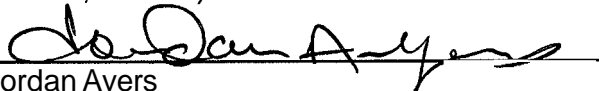
The specifications were approved on March 16, 2011. The City issued seven bid packets and received the following bid on April 27, 2011:

Bidder	Location	Bid
Cintas	Stockton	\$88,310.30*

* Corrected total

FISCAL IMPACT: The uniform service contract is a budgeted expense.

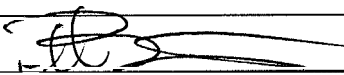
FUNDING AVAILABLE: Uniforms and other items are budgeted in the appropriate operating budgets (103511, 260561, 3215011, 170401, 170403, 180451, 345525, 107521, 107523, 1075311).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida, Management Analyst
FWS/RAY/pmf
cc: Charlie Swimley, Deputy Public Works Director - Utilities
Curt Juran, Streets and Drainage Superintendent

APPROVED:


Konrad Bartlam, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "**City**," and "**CINTAS**", herein referred to as the "**Contractor**."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - Deleted

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

CONTRACT ITEMS

CONTRACT ITEM 1. SHIRTS

ITEM TYPE, DESCRIPTION	Column A UNIT COST PER WEEK (1 unit =5 items/week)	Column B EMPLOYEE COUNT	ITEM COST PER WEEK (Column A x Column B)
50/50 POLYESTER/COTTON SHORT SLEEVE POLO SHIRTS WITH POCKET	\$ 3.30	25	\$ 82.50
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC.)	\$ 3.30	10	\$ 33.00
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC.)	\$ 3.30	10	\$ 33.08
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.30	9	\$ 29.70
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.30	8	\$ 26.40
LONG SLEEVE 100% COTTON SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.63	4	\$ 14.52
SHORT SLEEVE 100% COTTON SHIRT, ORANGE IN COLOR, WITH POCKET	\$ 3.63	4	\$ 14.52
SHORT SLEEVE 100% COTTON SHIRT, KHAKI IN COLOR, WITH POCKET	\$ 3.63	1	\$ 3.63
LONG SLEEVE 100% COTTON SHIRT KHAKI IN COLOR, WITH POCKET	\$ 3.63	1	\$ 3.63
MAKE UP CHARGES FOR SEASONAL CHANGES (IF ANY) PER ITEM	\$ 1.50	1	\$ N/A
TOTAL CONTRACT ITEM 1. PER WEEK			\$ 240.90

CONTRACT ITEM 2. PANTS

ITEM TYPE, DESCRIPTION	DESCRIPTION ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit =5 items/Week)	Column B EMPLOYEE COUNT	ITEM COST (Column A x Column B)
14.5 OZ. PRE-SHRUNK COTTON DENIM JEANS (RELAXED FIT OR REGULAR FIT)	Brand: CARHARTT	\$ 4.95	53	\$ 262.35
PANTS 65/35 POLY/COTTON	945	\$ 3.08	6	\$ 18.48
PANTS 65/35 POLY/COTTON CARGO	270	\$ 3.85	12	\$ 46.20
	TOTAL CONTRACT ITEM 2. PER WEEK			\$ 327.03

CONTRACT ITEM 3. JACKETS & COVERALLS

ITEM TYPE AND DESCRIPTION	DESCRIPTION ITEM NUMBER	Column A UNIT COST PER WEEK (1 unit=1 items/Week)	Column B TOTAL COUNT	ITEM COST (Column A x Column B)
WAIST LENGTH JACKET 65/35 POLY/COTTON TWILL, QUILTED LINING. TWO (2) JACKETS PER EMPLOYEE (8 EMPLOYEES)	-- 677 PERMA-LINED SPORT JACKET	\$ 1.00	16	\$ 16.00
COVERALLS FLAME RESISTANT NFPA-70E LEVEL 2 COMPLIANT TWO (2) PER EMPLOYEE (2 EMPLOYEES)	82302 INDURA ULTRA- SOFT COVERALLS	\$ 1.58	4	\$ 6.32
	TOTAL CONTRACT ITEM 3. PER WEEK			\$ 22.32

CONTRACT ITEM 4. FLOOR MATS, RAGS, & MISCELLANEOUS

ITEM TYPE, DESCRIPTION	DESCRIPTION	UNIT COST PER ITEM PER WEEK	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
RAGS, 18X18 WIPERS (BAG OF 25)	2160	\$ 0.14	300	\$ 42.00
BAR TOWELS (BAG OF 25)	2700 & 2702	\$ 0.15	225	\$ 33.75
3X5 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84335	\$ 3.00	20	\$ 60.00
4X6 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84435	\$ 4.00	9	\$ 36.00
3X10 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	84035	\$ 5.00	3	\$ 15.00
DRY MOP 36-INCH		\$ 1.20	1	\$ 1.20
	TOTAL CONTRACT ITEM 4. PER WEEK			\$ 187.95

CONTRACT ITEM 5. PATCHES & EMBROIDERING

ITEM TYPE, DESCRIPTION	DESCRIPTION	UNIT COST PER ITEM	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
SUPPLY AND ATTACH PUBLIC WORKS AND/OR PARKS DEPARTMENT SHOULDER PATCH	SHOULDER PATCH	\$ 5.00*	988	\$ 4,940.00
SUPPLY AND ATTACH NAME PATCH	EMPLOYEE NAME	\$ 1.50"	988	\$ 1,482.00
COST TO EMBROIDER "CITY OF LODI" AND EMPLOYEE NAME ON POLO SHIRTS	EMBROIDERY	\$ 3.50*	273	\$ 955.50
<i>*One Time Service Only; Not a weekly item.</i>	TOTAL CONTRACT ITEM 5.			\$ 7,377.50

TOTAL CONTRACT ITEM 1. PER WEEK	\$ 240.90
TOTAL CONTRACT ITEM 2. PER WEEK	\$ 327.03
TOTAL CONTRACT ITEM 3. PER WEEK	\$ 22.32
TOTAL CONTRACT ITEM 4. PER WEEK	\$ 187.95
SUBTOTAL ITEMS 1., 2., 3., & 4.	\$ 778.20
SUBTOTAL WEEKLY COST	\$ 778.20
TOTAL BIENNIAL COST (WEEKLY COST X 104)	\$ 80,932.80
SALES TAX (IF APPLICABLE)	\$ N/A
TOTAL CONTRACT ITEM 5. (ONE TIME ONLY)	\$ 7,377.50
GRAND TOTAL (TOTAL BIENNIAL COST PLUS TOTAL CONTRACT ITEM 5.)	\$ 88,310.30

OPTIONAL CONTRACT ITEM (Not Counted in Contract Total)

ITEM TYPE, DESCRIPTION, & (APPROXIMATE COUNT)	BIDDERS DESCRIPTION	COST PER ITEM	TOTAL COST
SUPPLY 3 UNITS DOUBLE HEIGHT LOCKERS APPROXIMATELY 2.5' WIDE FOR EIGHT LOCKERS	Rental	\$ 2.50	\$ 7.50

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII – Deleted

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 731 WORKING DAYS. Start date is July 1, 2011, and end date is June 30, 2013. By mutual agreement, the supplier and City may enter into an agreement for up to three (3) one-year extensions of this contract upon the same terms and conditions set forth herein.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE. THERE ARE NO LIQUIDATED DAMAGES ASSOCIATED WITH THIS CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

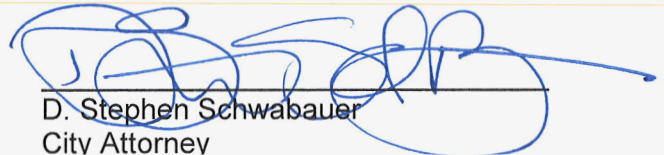
Attest:

Title

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:


D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2011-69

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE TWO-YEAR CONTRACT AND
CONTRACT EXTENSIONS FOR RENTAL AND CLEANING OF
UNIFORMS FOR CERTAIN FIELD AND WAREHOUSE EMPLOYEES
AND THE PURCHASE OF MISCELLANEOUS SUPPLIES FOR THE
FLEET SERVICES AND PARKS EQUIPMENT MAINTENANCE SHOPS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 27, 2011, at 11:00 a.m., for the rental and cleaning of uniforms for certain field and warehouse employees described in the specifications therefore approved by the City Council on March 16, 2011; and

WHEREAS, the bids also included providing seat covers, rags, towels, and floor mats to be utilized in the Fleet Services and Parks Equipment Maintenance shops; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Cintas	\$88,310.30*

* Corrected Total

WHEREAS, staff recommends awarding a two-year contract for the rental and cleaning of uniforms for certain field and warehouse employees and for miscellaneous supplies to the sole bidder, Cintas, of Stockton, California, in the amount of \$88,310.30.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the two-year contract and contract extensions for the rental and cleaning of uniforms for certain field and warehouse employees and miscellaneous supplies with the sole bidder, Cintas, of Stockton, California, in the amount of \$88,310.30.

Dated: May 18, 2011


I hereby certify that Resolution No. 2011-69 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 18, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk